UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

E.E. WARD MOVING & STORAGE CO., LLC 3035 HORSESHOE LANE, SUITE N CHARLOTTE, NC 28208 704-774-4884

IN CASE OF NEED: CONTACT TRAFFIC CON	ROL MGR. AT ABOVE ADDRESS OR TELE	PHONE NUMBER	RE	FER TO THIS	REG NO	
SHIPPER		GNED TO				
ADDRESS	ADDDS	iss				
FLOORELEV.	TEL. FLOOF	ELEV.		TEI		
CITY STATE NOTIFICATION OF WEIGHT & CHARGES		FLOORELEVTEL				
NOTIFICATION OF WEIGHT & C	IARGES PREFER	RED DELIVERY DATE(S)		116		
SHIPPER REQUESTS NOTIFICATION OF ACTU	AL	CHARGES ARE TO				4
NOTIFYTEL	CEF	TIFIED CHECK BEFO	RE CARRIER	DELIVERS	OR RELI	NQUISHES
RECEIVED		SESSION UNLESS IN	DICATED BY	CARRIER.	PERSON	AL CHECK
GENERAL CONDITIONS:		RATES, RULES AND REGULATIONS IN				
INVOICING		TARIFF SEC.				
	WEIGHT AND SERVICES ☐ SPACE RESCU.					
GOVT. B/L No.	EXPEDITED SERVICE ORDERED BY	SHIPPER DELIVERED	ON OR BEFO	DRE		
BILL CHARGES TO			□ EXCL	USE OF VE	3H	CU. FT.
				-		
	GROSSTARE_	I	VET		RATE	CHARGES
	TRANSPORTATIONMILES _					
THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF, ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDEHEREOF, SHIPPER HEREBYRELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEPTION.	ADD'TL. LIAB. CHG. (PER SHIPMENT	CHARGE)				
RIER & TARIFF. ALL TERMS PRINTED OR	ADD'TL. TRANS. (SURCHARGE)	O ORIG. D	EST			
STAMPED HEREON OR ON THE REVERSE SIDEHEREOF, SHIPPER HEREBYRELEASES	EXTRA PICKUPS OR DELIVERIES: NOBY					
THE ENTIRE SHIPMENT TO A VALUE NOT	AT					
EXCEEDING THE CARRIER'S LI-	EXCESSIVE CARRYELEVATORSTAIRS					
PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER.	PIANO HANDLING: OUTINHOIST					
	ADD'TL, LABORMEN FORMAN HOURS					
	WAREHOUSE HANDLING					
	WAREHOUSE HANDLINGTOTO					
SIGNED	S.I.T. VALUATION CHARGE					
Shipper Date					11	
THE DECORD				[
TIME RECORD	APPLIANCE SERVICES	ORIG	IN DUE			-iii
START			T. DUE			
FINISH	OTHER CHARGES					
AM AM Customers Initials	CARTAGE: TO WHSE FROM WH	ISE C. ORIG C. DEST	D MI	QUANTITY		19401 31
PM PM Customers Initials	BARRELS		5			
	CARTONS	LESS THAN	1 1/2		50°	45
JOB HOURS	CARTONS		1 1/2			
TRAVEL TIME	CARTONS		3			
TOTAL HOURS	CARTONS	•	4 1/2		- 1	- W :2
	CARTONS		6			
TRANSPORTATION SERVICES	CRIB MATTRESS					
TRANSPORTATION SERVICES HOURLY CHARGE	WARDROBES (USE OF)					-
STRAIGHT TIME	MATTRESS CARTON NOT EXCEE	DING 39 x 75				
VAN(S)MENHOURS AT \$PER HR.	MATTRESS CARTON NOT EXCEE	DING 54 x 75				
OVERTIME SERVICES	MATTRESS CARTON EXCEEDING			1		
VAN(S)MEN HOURS AT \$PER HR.	CRATES N	IRROR CARTONS				
TRAVEL TIME HOURS at \$			L PACKING		1.6.4	25,100
OTHER CHARGES	TOTAL CHARGES CHGE	PPD C.O.D. G.B.	L	TOTAL CH	ARGES	
OTHER CHARGES	PREPAYMENT: COLLECTED BY			(0)		197
PACKING	BALANCE DUE: COLLECTED BY			(*)		500 2
INSURANCE	DELIVERY ACKNOWLEDGEMENT: SHIPMENT V ORDERED WERE PERFORMED.	VAS RECEIVED IN GOOD CON	DITION EXCEPT	AS NOTED ON I	NVENTORY	AND SERVICES
TOTAL	ORDERED WERE PERFORMED. REC'D FOR STORAGE	CONSIGNE	•			
DATE DELIVERED	WAREHOU	SE SE				*
DRIVER	BYPER					
	(WAREHOUSEMAN'S SIGNATURE)	DATE				

CONTRACT TERMS AND CONDITIONS

- Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage therete except as bereinafter provided.
- (b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public suthority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of its peaked, unpacked, or peaked and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, carrions, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.
- (c) Except in case of negligance of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.
- (d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.
- (e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shull cease when the property is so discharged, or property may be returned by carrier at owner's expense of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for less or damage occasioned by funigation or disinfection or other acts done or required by quarantine regulations or authorities own though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any funished by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may locur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.
- Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- (b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage. injury or delay occurred, within 90 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time. (or delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the currier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder
- (c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.
- Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at
- Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the earrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for atorage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.
- (b) Where nonperishable property which has been transported to destination hereender is refused by consignes or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest hidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to said first mailed, sent, or given to the obsignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to said first mailed, sent, or given to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale on nearest place where such newspaper is published; provided, that 80 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.
- (c) Where perishable property which has been transported berounder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it aball fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.
- (d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisament, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be naid to the owner of the property sold hereunder.
- (f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.
- Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignes or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.
- Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.
- Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all less or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.
- sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consigner shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, shall not make delivery without requiring such payment, shall not make delivery without requiring such payment, shall not consigner (except as hereinafter provided) shall not be liable for such charges: Provided, that, where the carrier has been instructed by the shipper or consigner to deliver and property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no benefical title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of benefical title, and, in the case of a shipment reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee shall limit the right of the carrier to require at time of shipment is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the ad
- Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to he prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of saling, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.
- Sec. 9. Any alteration, addition or grasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be enforceable according to its original tenor.